

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **RM5080**Due Date: **06/03/05 at 3:00 P.M.**

Date Sent: May 10, 2005

Agency Contract

Goods and services to be purchased: **CONTRACT FOR ECONOMIC FEASIBILITY STUDY OF RELOCATING THE DRAPER PRISON**

Must Complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM5080

Due Date: 06/03/05

Vendor Name:

**CONTRACT FOR ECONOMIC FEASIBILITY STUDY OF RELOCATING THE DRAPER PRISON
PER THE ATTACHED RFP.**

QUESTIONS ON PURCHASING PROCESS CALL ROSELLE MILLER AT (801) 538-3232.

RX: 300 56000000005

COMMODITY CODE: 91812, 91819, 91827, 91831, 91846, 91889, 90664

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 1 Mar 2005 - RFP Instructions)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
 1. State Standard Terms and Conditions;
 2. State Special Terms and Conditions;
 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

REQUEST FOR PROPOSAL
Economic Feasibility Study of Relocating the Draper Prison
Solicitation # RM5080

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to conduct a study of the economic feasibility of relocating all or part of the prison complex owned by the State of Utah in Draper, Utah. This study will estimate the value that may be obtained if the property is sold, the cost of acquiring replacement facilities and other factors that impact this consideration including the impact on the operations and their costs. It is anticipated that this RFP may result in a contract award to a single Consultant although the Consultant may include subconsultants to assist in the performance of the study. The term "Consultant" as used in this RFP means the offeror submitting a proposal to contract with the State to conduct this study.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

The objective of this study is to evaluate the economic and operational feasibility of moving the Utah State Prison to a new site without compromising the mission of the Department of Corrections.

The mission statement for the Department of Corrections is: "We are corrections professionals dedicated to protecting our community by enforcing the orders of the court and the Board of Pardons and Parole. We are also dedicated to guiding offenders to become law-abiding citizens through the use of professional and community resources."

BACKGROUND

The Utah State Prison is located in Draper, Utah, which is a city in the south end of Salt Lake County. The prison is approximately 25 miles south of downtown Salt Lake City. Originally built in 1951 to accommodate about 400 inmates, it is now home to more than 3350 and, when fully funded and staffed, is capable of holding nearly 3600. There have been several expansion projects over the years to address growth.

The property to be considered for replacement in this study is identified in Attachment 4. This includes about 609 acres west of I-15 and south of Bangerter Highway as well as about 64 acres north of Bangerter Highway. Electronic information on the property survey will be provided to the selected Consultant.

A substantial amount of background information is included in the document entitled Utah Department of Corrections, Facts about the Draper Site. This information is contained on a CD which can be obtained

at the Preproposal Meeting or by contacting Roselle Miller at State Purchasing.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Facilities Construction and Management (DFCM) and the Department of Corrections (UDC). The reference number for the transaction is Solicitation #RM5080. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting on Monday, May 16, 2005, at 3:30 p.m. at the Department of Corrections Administration Building for the benefit of offerors to better understand the RFP in preparing their proposal. See Attachment 3, Project Schedule for details.

SUBMITTING YOUR PROPOSAL

One original and seven identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT AND PRICE GUARANTEE

The Contract resulting from this RFP will be between DFCM and the Consultant. It will be for the period of the study as outlined in the schedule and will be for a fixed sum and scope of work. The Contract may be modified to address issues that may arise in the course of the study that are outside the scope of the original proposal and Contract. Any such modification must be agreed to by the parties to the Contract through an amendment to this Contract and approved by the State Director of Purchasing prior to the commencement of work affected by the requested modification. Requests for price adjustment must include sufficient documentation supporting the request.

At the State's discretion and by mutual agreement, this Contract may be extended to address additional issues or to perform a more in depth analysis during a two-year period following the completion of the study.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions. These may be accessed at: <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Kenneth Nye via email at: knye@utah.gov, via fax at: (801)538-9694, or via mail at: Division of Facilities Construction and Management, 4110 State Office Building, Salt Lake City, Utah, 84114. Questions are due by 5:00 p.m.

on May 23, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. The schedule contained in Attachment 3 identifies the anticipated date for oral presentations although this date is subject to change. Oral presentations will be made at the offeror's expense. The offeror's original proposal cannot be changed in any aspect at the oral presentation. The oral presentation is only to allow offerors to present and clarify their proposals.

PROPRIETARY INFORMATION

The proposal of the successful offeror becomes public information. Proprietary information can be protected under limited circumstances such as client lists. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

STANDARD OF CARE

Consultant shall exercise the degree of skill and diligence as exercised by members of the Consultant's profession having substantial experience on projects similar in type, magnitude and complexity to the project that is the subject of this RFP. The Consultant shall be liable to the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims to the extent caused by acts, errors or omissions that do not meet this standard of care.

DETAILED SCOPE OF WORK

The maximum amount available for the award of this contract is \$140,000. The topics to be addressed in the study are outlined below in order of priority. It is desired that all topics will be addressed to some degree. The State recognizes that the depth of analysis that can be achieved in these topics is limited by the amount of funding available for the study. The State desires to achieve the maximum level of analysis possible within this funding level. Any minimum requirements for depth of analysis are noted below. Consultants shall include in their proposal a detailed definition of the level of analysis that will be provided for each of the topics listed below. This scope outline is provided to guide the Consultants in preparing the detailed scope of work that is to be included in their proposal. Consultants may limit the level of effort in lower priority topics as necessary to stay within the maximum cost of \$140,000.

A. Valuation of Draper Prison Property

1. The Consultant shall obtain an independent appraisal of the Draper Prison Property identified in

Attachment 4. The appraisal shall be conducted by an appraiser holding a current MAI designation meeting the qualification requirements identified in the Proposal Requirements and Company Qualifications section of the RFP.

2. The purpose of the appraisal will be to evaluate and determine the following in accordance with local zoning, restrictions, building codes, and environmental regulations and shall consider a variety of uses such as office, retail, light industry, residential, or a combination of such uses:
 - a. An estimated range of the fair market value of the defined property based upon at least two alternative scenarios of future use of the property, one of which shall reflect the appraiser's opinion of its highest and best use; and
 - b. A market analysis of the current and projected future demand for alternative uses.
3. In its evaluation of the economic feasibility, the appraiser shall consider the following alternatives without compromising the mission of the Department of Corrections:
 - a. Potential sale of all real property, buildings and appurtenances associated with the identified property;
 - b. Potential sale of vacant land that is not required for existing Utah State Prison buildings and operations; and
 - c. Potential sale of property in segments over a period of time.
4. The Consultant's report shall include the appraisal report as an attachment. The appraisal report shall meet the following requirements:
 - a. It shall be prepared as a narrative report prepared in sufficient detail so that explanations of comments, conclusions, reasons for adjustments, supporting data, or other documentation is sufficient for the reader to understand the report.
 - b. Narrative comments shall be clearly identified, attached to, and referenced on the corresponding section of the appropriate appraisal forms.
 - c. The appraisal report shall contain a Table of Contents and sequentially numbered pages including addenda.
 - d. The appraisal report shall reference all environmental documents utilized by the appraiser in completing the appraisal. An environmental document will be required in the appraisal report. The appraiser is the key individual in identifying potential environmental problems that may impact on the value of the subject property.
 - e. The effective date of the appraisal report is the date the property was personally inspected by the appraiser.
 - f. The appraisal report shall be submitted in both a hard copy and electronic format.

5. The appraiser must document the application of acceptable methodologies for the three approaches to value in order for the reader of the report to gain a clear understanding of the analysis undertaken. A discussion of the reasoning for adjustments should be included in the report. It is not required that a cost approach be done on current improvements except as necessary to estimate the value of any improvements that are deemed to provide a major contribution to value.
 - a. To the extent used, the Cost Approach shall clearly show the extraction of depreciation and contributory values from comparable sales. Adjustments must have a basis in the market. Regression analysis may be used to supplement the use of paired sales.
 - b. The Sales Comparison/Market Approach for building and land adjustments must be derived from paired sales. Adjustments must have a basis in the market. Regression analysis may be used to supplement the use of paired sales.
 - c. The Income Approach shall discuss the reasoning for selection of rents, expenses and rates and clearly illustrate how comparable income and expenses were defined and applied. A summary of the income capitalization rates should include pertinent factors to illustrate the selection of an income capitalization rate. A Direct Income Capitalization, Discounted Cash Flow, and the use of Income Multipliers, as applicable, will be acceptable for the Income Approach.
6. The appraiser shall interview representatives of the Department of Corrections to identify existing improvements which may provide a major positive or negative contribution to value. This may be supplemented by inspections of buildings as determined appropriate for the degree of potential impact on value.
7. The appraiser shall verify each comparable transaction with a party to the transaction.
8. In its consideration of potential future uses for the Draper Prison Property, the appraiser shall, at a minimum, review current master plans and discuss potential future zoning actions and development considerations with the following local governments:
 - a. Draper City
 - b. Bluffdale City
 - c. Salt Lake County
9. Consideration should also be given to the potential of the site including a transit hub and the potential impact that could have on future development.
10. The appraisal report shall include a reconciliation that clearly supports and identifies the methods the appraiser used to arrive at the final opinion of value.
11. During the preparation of the valuation and supporting documents for the appraisal report, the appraiser shall not discuss its findings with parties other than DFCM, UDC, and the Consultant without prior authorization by DFCM.

12. The Consultant's report shall note the offset that will be required to pay off debt associated with property. This consists of the financing for energy improvements at the Draper Prison and the lease revenue bond that financed the Surplus Property facility.

B. Estimation of Replacement Costs

1. The Consultant shall estimate the cost of acquiring an alternative site(s) and constructing prison facilities to replace those at the Draper Prison. The following must be addressed in estimating replacement costs.
2. The estimated replacement cost shall be for the complete project and shall include: property acquisition, design, site utilities and other site improvements, buildings, campus infrastructure, inspection and testing, commissioning, furnishings, equipment, and communication systems. Costs may be estimated using, as a basis, industry-accepted average costs per square foot, bed, or cell as appropriate. Soft costs may also be estimated using accepted mark-up percentages. Average costs should be adjusted, as appropriate, for the location(s) proposed for replacement facilities.
3. While it is not anticipated that specific replacement sites will be identified, it is expected that the Consultant will consider the factors identified in this RFP in identifying the three to four best candidate locations (communities) where the replacement facility(s) could be located. For each candidate location, the cost of land acquisition, and replacement facilities should be estimated.
4. The Consultant shall estimate the cost of acquiring a site(s) of adequate size to accommodate the replacement facilities. The site cost shall include the estimated cost of bringing all required roads and utilities to the site. Utilities that must be addressed include, but are not limited to, the following:
 - a. Water
 - b. Sewer
 - c. Electrical
 - d. Natural Gas
 - e. Storm Sewer
 - f. Communications/Data
5. The Consultant shall estimate the cost of designing and constructing replacement facilities at the proposed location(s). The replacement facilities must meet the following requirements.
 - a. Constructed for a 50-year life with equipment and systems that are life cycle effective and meet state energy efficiency requirements;
 - b. Meet specifications for state-of-the-art prisons with minimum quality requirements to be provided by DFCM and UDC;

- c. Provide the full range of custody, services and programs currently existing at the Draper Prison and necessary to maintain the mission of the Department of Corrections
- 6. One-time start up costs should be estimated including:
 - a. Moving
 - b. Staff relocation/recruitment of replacement staff
 - c. Training
- 7. As a separate amount, the Consultant shall estimate the replacement cost for the Surplus Property facility.
- 8. The Consultant shall estimate the time period required to identify and acquire a site(s) and design and construct the replacement facilities.

C. Phased or Partial Replacement Analysis

- 1. The study should provide an analysis of the advantages and disadvantages of dividing the replacement of facilities and the associated sale of property into phases to take advantage of some or all of the remaining life of facilities at the Draper Prison.
- 2. This should include a description of the order of phasing along with an estimate of the revenues and costs associated with the smaller relocation proposals.
- 3. The study should address the potential of selling a portion of the property and replacing some of the facilities while retaining a smaller scale prison at the Draper site. This should include an analysis of advantages and disadvantages.

D. Other Issues To Be Considered in the Study

- 1. The study should also estimate any increase or decrease in operational costs as compared to the Draper site. It is anticipated the UDC will assist the Consultant in identifying potential cost differentials but the Consultant will be expected to apply its judgment in arriving at these estimates.
- 2. In evaluating potential locations and the resulting impact on operational costs, the following additional factors should be considered:
 - a. Availability of staffing to provide the required correctional, medical and professional workforce for UDC.
 - b. Ability of the community to provide the full range of medical, hospital, and dental services currently contracted through the University of Utah Medical Center.
 - c. Capacity of local emergency services to address prison emergencies such as fire, riot, medical evaluation, etc.

- d. Availability of support services such as garbage, food, maintenance contractors and other suppliers.
 - e. Availability, capacity, and cost of water and sewer systems.
3. While the study may consider the potential of using private prison facilities as an option for part of the beds that may be moved from the Draper Prison, this study is not intended to analyze the merits of state versus private prisons or to make recommendations on whether private prisons should be used.
 4. To the extent possible, the study should consider the following:
 - a. Consideration of one site versus multiple sites for replacement facilities.
 - b. Impact the move would have on current staff and their families.
 - c. Impact on the ability of families of offenders to visit.
 - d. Impact the relocation would have on:
 - Local law enforcement / Local Governments
 - Local Emergency Services including BCLS and ACLS
 - Local school districts
 - Higher Education institutions
 - Courts
 - Board of Pardons and Parole
 - Mental Health and Substance Abuse
 - Ability of the local community to replace the volunteer workforce available at the Draper Prison.
 - e. Anticipated future community growth and the impact it would have on the new prison site.
 - f. Economic impact on Draper City and surrounding cities as well as on communities where the replacement facility(s) would be located.

E. Public Input

1. Substantial opportunity for public review and comment shall be provided. This includes both public hearings as well as the submission of written comments. The Consultant shall provide information and updates to be posted on a State web site to provide information about the study and receive public comments through email.
2. In identifying potential communities where replacement facilities might be located, the Consultant

shall have preliminary communications with appropriate elected officials regarding the community's interest in having a prison facility, its ability to provide necessary services and the impact that a prison facility would have on the community.

3. The Consultant shall coordinate and participate in public hearings in Draper and in other communities directly affected by the recommendations of the draft report. The appropriate City and County Councils or Commissions shall be invited to participate in the public hearings and concurrence shall be sought between the State and the local government on how to conduct the public hearing.
4. In preparing the final report, the Consultant shall give due consideration to comments and recommendations of the public and shall include in the report a summary of comments received.

F. Presentations

1. The Consultant's proposal shall include two presentations to reviewing committees as well as a presentation to a legislative committee.

G. Reports

1. Reports shall be submitted in both printed and electronic form.
2. The final draft and the final report shall include the following:
 - a. Table of Contents
 - b. Executive Summary
 - c. Division of the report into logical sections
 - d. Numbering of all pages
3. A preliminary draft of the Property Valuation and the Cost of Replacement Facilities portions of the report shall be provided by the date indicated in Attachment 3.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

While it is desired that the selected Consultant, together with identified subconsultants, have qualifications and skills in the areas of economic analysis, real estate, development, and correctional facility design, construction and operations, the only mandatory qualification requirements are as follows:

1. **Appraiser Qualifications.** Appraisers must be licensed as an appraiser and hold and maintain a current MAI designation. In addition, appraisers should be experienced in the valuation of commercial, industrial, residential and other types of properties and should have demonstrated competency in conducting appraisals. The Consultant's proposal shall identify either one or two potential appraisers. If two appraisers are proposed for consideration by the selected Consultant, the Consultant shall use the appraiser selected by the selection committee in conducting the study. The selected Consultant may not change the appraiser without the consent of DFCM.

2. **Other Team Member Qualifications.** The Consultant must demonstrate expertise in the design, construction, operation and programs of prison facilities within identified team members.
3. **Private Prison Companies and Parties Interested in Developing the Draper Prison Site for Other Purposes.** Private prison companies and parties interested in developing the Draper Prison site for other purposes are not eligible for selection as the Consultant and may not be members of the Consultant's team that conducts this study. This exclusion also extends to persons representing private prison companies or parties interested in developing the Draper Prison site or acting as lobbyists or agents for such companies or parties. This exclusion is not intended to prohibit the selected Consultant from obtaining information from private prison companies or parties interested in developing the Draper Prison site. Any such information shall only be for the Consultant's consideration in performing the study.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the headings listed below.

Consultants shall include in their proposal further definition of the level of analysis that will be provided for each of the topics described in the detailed scope of work section. Consultants should consider the components and priority order of the topics and also apply their professional judgment in developing the detailed scope of work contained in their proposal.

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the Consultant's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Consultant. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. **Scope of Work.** A complete narrative of the Consultant's assessment of the work to be performed, a detailed statement of the scope of work to be performed within the proposal amount and the approach to be taken. Clearly indicate any options or alternatives proposed.
 - B. **Qualifications.** Demonstration of the Consultant's and subconsultant's qualifications and capabilities necessary to fulfill the requirements. This should include resumes of all team members that are expected to have a substantial role in the study.
 - C. **Schedule.** A proposed schedule demonstrating the time frames and sequencing of the work to be performed. This should include identification of key tasks and milestones.
 - D. **Staffing Plan Including Organization Chart.** Provide an organization chart showing the

relationship of key members of the Consultant's team. Provide a staffing plan that identifies individuals who will participate in the study, and their estimated number of hours for each major category of the scope of work. A detailed breakdown of hours by the appraiser in determining the value of the Draper Prison site is not required.

E. **References.** Provide at least two references for the Consultant and each subconsultant that will have an important role in the study. Where possible, references should also be able to address the key individuals assigned to the study and be for work that was similar to the work to be performed under this study. Additional references may be provided as necessary in order to achieve this objective.

4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form (Attachment 1).

5. **Independence and Conflict of Interest Certification.** The Consultant shall provide a certification that all members of the Consultant's team, including any subconsultants, do not have a conflict of interest in regards to the purposes of this study and that they meet the independence requirements stated in paragraph 3 of the Proposal Requirements and Company Qualifications section of the RFP.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. (See evaluation score sheet in Attachment 2.) Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
20 %	Cost (To be scored by State Purchasing per the formula identified in the RFP Evaluation Score Sheet.)
35 %	Proposed scope and depth of study. How well does the proposed scope address the most essential factors in meeting the objectives of the study?
20 %	Demonstrated qualifications technical capability (proven track record), etc. of the Consultant and identified subconsultants other than the appraiser. This includes the level of demonstrated expertise in the design, construction, operation and programs of prison facilities along with other required capabilities such as economic analysis and performance of studies.
20 %	Qualifications, expertise, independence and track record of the proposed appraiser(s)
5 %	Performance references for similar projects.

COST PROPOSAL

Proposer Name: _____

1. Provide a lump sum cost for performing all services described in the proposal including any costs for travel, printing, communications, etc. The cost of printing the final draft for public comment and the final report may be treated as a reimbursable which is in addition to the lump sum amount.

Lump Sum Fee \$_____

2. Provide a breakdown of the lump sum fee identifying the cost of the appraisal and the hours and costs associated with each major element of the study.
3. List the name, job title, firm, and hourly rate for each member of the Consultant's team. Note that the purpose of identifying these rates is to facilitate negotiations if the State chooses modify or increase the scope of services from that identified in the Consultant's proposal.

Economic Feasibility Study of Relocating the Draper Prison
Solicitation # RM5080
RFP EVALUATION SCORESHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Proposed Scope and Depth of Study (35 points possible)		----	----	----
Valuation of Draper Prison property	10 points possible		X 2	
Estimation of replacement costs	10 points possible		X 2	
Estimation of operational impacts	5 points possible		X 1	
Identification of potential alternative locations	5 points possible		X 1	
Other aspects of the proposed scope	5 points possible		X 1	
2. Qualifications and Capabilities of Team Members Other Than the Appraiser (20 points possible)		----	----	----
Expertise in design, construction, operations and programs of prisons	10 points possible		X 2	
Expertise in conducting studies of similar scale and addressing issues of public concern	10 points possible		X 2	
3. Qualifications and Experience of Appraiser (20 points possible)		----	----	----
Ability to appraise a variety of property types including commercial, industrial, and residential	10 points possible		X 2	
Experience in conducting appraisals of similar scale	10 points possible		X 2	
4. References (5 points possible)		----	----	----
Results of reference checks	5 points possible		X 1	
5. Cost (20 points possible)	20 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	100 points possible		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

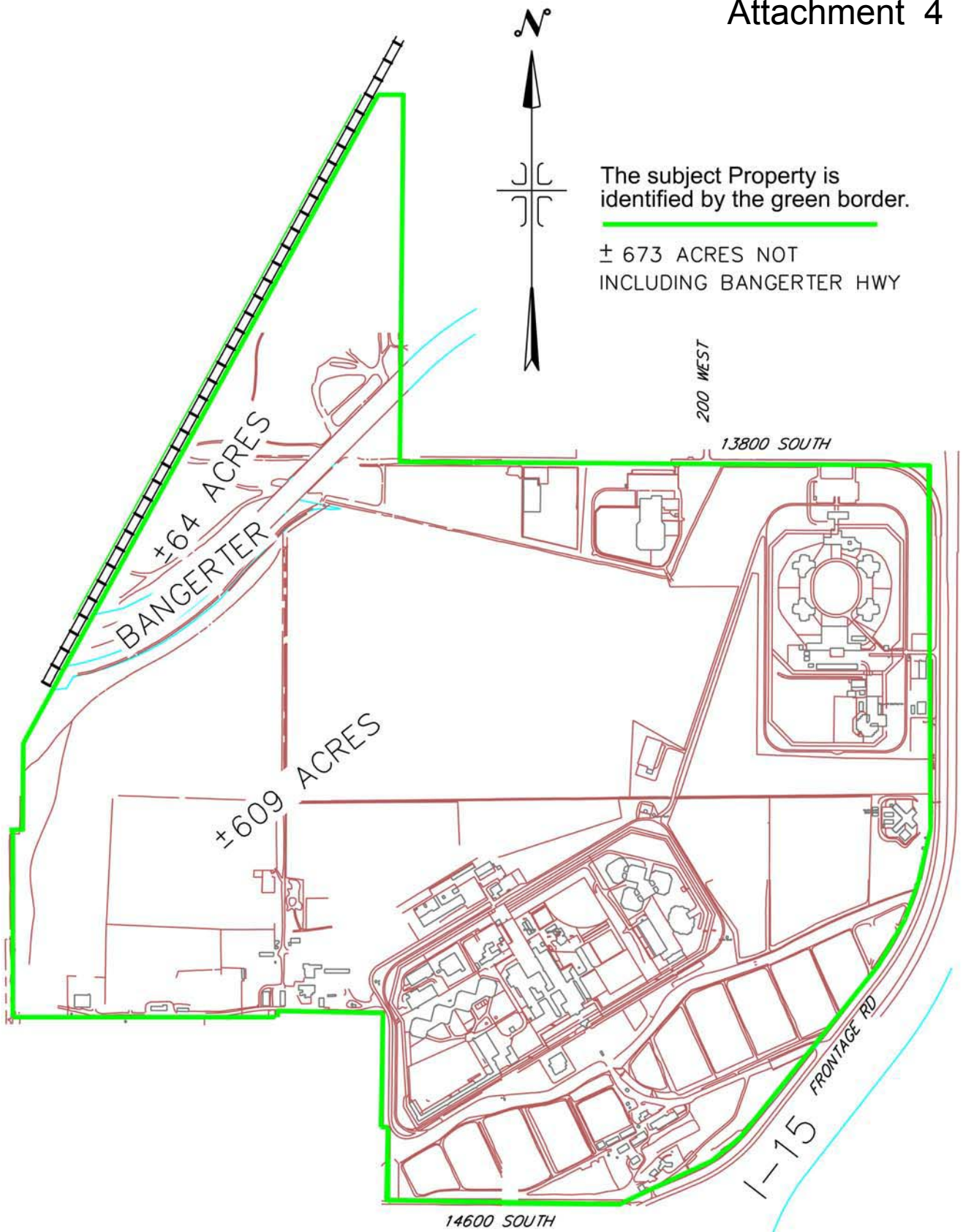
Project Schedule

Date & Time	Event
May 16, 2005, 3:30 pm	Pre-proposal Meeting (Non-mandatory) at the Department of Correction Administration Building for the benefit of offerors to better understand the RFP in preparing their proposal*
May 23, 2005, 5:00 pm	Deadline for Submitting Questions
May 26, 2005	Final Addendum Issued
June 3, 2005, 3:00 pm	Deadline for Submitting Proposals
June 9, 2005	Interviews (date subject to change; schedule to be issued after deadline for submitting proposals)
June 13, 2005	Selection Announced
June 30, 2005	Execution of contract and Notice to Proceed
September 15, 2005	Draft due of portions of study addressing value of Draper Prison and Cost of Replacement
October 14, 2005	Draft of Full Report Due
November 1 to 15, 2005	Public Hearings on Draft Report
December 1, 2005	Final Report Due

***Directions to Department of Corrections Administration Building**

Take exit 291 from I-15 (Draper/Bluffdale) and go east under the Interstate. Turn north on the frontage road. Take the first right where there is a cement sign that says Fred House Academy. Take the first left to head up to the four-story office building. There is no restriction on parking except for stalls reserved with signage. In front of the main entry to the building (faces west) push the button at the call box. You will be required to show identification to enter the building. You will then be instructed on how to get to the 4th floor conference room where the meeting will be held.

Attachment 4



This page was created by DFCM, based on a survey provided by:

SCALE
1:1000



LAND SURVEYORS INC.

1457 N. 1200 W.
OREM, UTAH 84057
(801) 229-1079